



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
Lee W. Marriott et al.) Group:
Serial No. 10/763,990)
Filed: January 23, 2004) Examiner:
Title: INTEGRATED HVACR CONTROL)
AND PROTECTION SYSTEM)

DECLARATION OF JOHN F. HOFFMAN
ESTABLISHING INVENTOR'S REFUSAL TO SIGN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

1. I am a member of the firm of Baker & Daniels, and am the attorney for Tecumseh Products Company responsible for the filing of the above application, which has been assigned to Tecumseh Products Company. Seven current or former employees of Tecumseh Products Company are joint inventors of the above-referenced invention.

2. I am a member of the bar of the State of Indiana and a registered patent attorney, (Registration No. 26,280).

3. I make this Declaration in support of the Petition for Filing on Behalf of an Inventor Who Refuses to Sign.

4. The facts supporting the unequivocal refusal of Rachel E. Weingrad to execute the Declaration in the above-referenced application are as follows:

a. Rachel E. Weingrad is a former employee of Tecumseh Products Company and while an employee was a joint inventor of the above-referenced invention. A copy of the Agreement concerning Employee Invention and Confidential Information executed by Ms. Weingrad is attached hereto (Exhibit A). Lee W. Marriott, Arnold G. Wyatt, Alex Alvey, Robert L. Terry, Kent B. Herrick and John A. Pasko, also joint inventors of the above-referenced application, are current employees of Tecumseh Products Company.

b. On November 1, 2004, I emailed Rachel E. Weingrad concerning the execution of the Declaration and Assignment (Exhibit B). To date I have received no response from Ms. Weingrad.

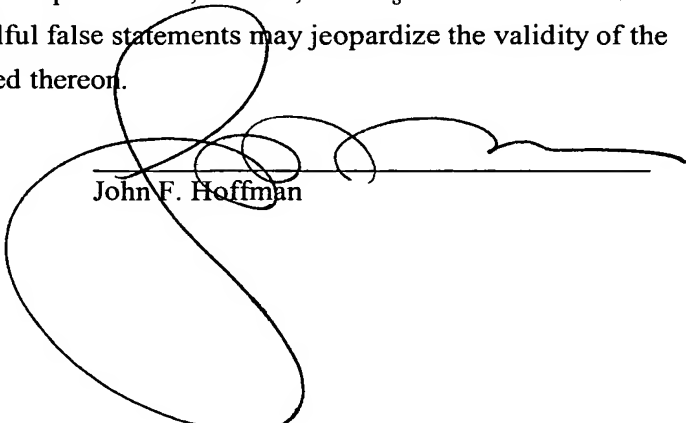
c. On March 3, 2005, I mailed, via certified mail, a letter to Rachel E. Weingrad (Exhibit C), together with a Declaration attached to the application and an Assignment, again requesting that she execute the same. To date, the executed Declaration

has not been returned to me by Rachel E. Weingrad.

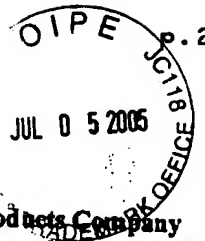
The unequivocal refusal of Rachel E. Weingrad to execute a Declaration for the above-referenced application has been established by the facts as set forth in this declaration and has been substantiated by the exhibits attached hereto. Thus, the undersigned respectfully requests the Commissioner to accept the attached Declaration by Robert L. Terry executed on behalf of Rachel E. Weingrad.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

6 / 30 / 05
Date



John F. Hoffman



**AGREEMENT CONCERNING EMPLOYEE
INVENTIONS AND CONFIDENTIAL INFORMATION**

In consideration of my employment or the continuation of my employment by Tecumseh Products Company (hereinafter "Company"), its subsidiaries or affiliates, and the compensation paid me in connection with such employment,

I Rachel Weingrad agree that:
(Employee's name (typed or printed))

1. All trade secrets, inventions, works of authorship (including illustrations, writings, trademarks, mask works and software), developments, innovations and technology made or conceived by me, either solely or jointly with others, during the term of my employment that relates to, or arises out of, any developments, services or products of, or pertain to the business of Company or any of its subsidiaries, divisions or affiliates, shall be the absolute property of Company, and I hereby assign and agree to assign to Company, its successors and assigns, my entire right, title and interest therein.
2. Until proven otherwise, any invention or innovation shall be presumed to be conceived during my employment with Company if within one year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.
3. I shall promptly disclose to Company all trade secrets, inventions, works of authorship, developments, innovations and technology which belong to Company under paragraphs 1 and 2 above, and shall, without further compensation, do all lawful things, including: maintaining invention records which shall be the property of Company, rendering assistance and executing necessary documents, as requested to enable Company to file and obtain patents and copyright registrations in the United States and foreign countries on any of said inventions and works of authorship, to enforce such patents and copyrights, as well as to protect Company's interest in any of said inventions and works of authorship.
4. I am listing on the back of this agreement all inventions, works of authorship, innovations, developments and technology relating to any development, service or product of or pertaining to the business of Company and any subsidiaries or divisions thereof that were owned or controlled by me at the time of entering its employment and which shall be excluded from this agreement.
5. I shall not, during the term of my employment or thereafter, disclose to others or use, except for Company's benefit in the course of such employment, any confidential technical or business information belonging to either Company or a customer or client of Company except as authorized in writing, respectively, by Company or such customer or client.
6. Upon termination of my employment, I shall surrender to Company any and all things such as drawings, manuals, documents, photographs and the like (including all copies thereof) that I have in my possession containing the confidential information of Company or a division or subsidiary thereof, and I shall surrender to Company all materials, documents and other things that are the property of Company or any division or subsidiary thereof.
7. I understand that the prohibition against disclosure and use of confidential information of Company and its customers and clients continues after I leave the employ of Company and take other employment.
8. During the course of my employment with the Company, I will not accept information from sources outside of the Company which is designated as "Confidential", "Proprietary", or "Trade Secret" without prior authorization from the Company or its attorneys. I also understand that I am not expected to and am expressly forbidden by Company policy from disclosing to the Company confidential, proprietary or trade secret information from a former employer.
9. This Agreement does not alter nor shall it be deemed to alter the employment relationship, whether at will or contractual, between Company and me.
10. This agreement may not on behalf of or in respect to Company be modified or terminated in whole or in part, except by an instrument in writing signed by an officer or other authorized executive of Company. I further agree that this agreement shall be binding upon my heirs, executors and other legal representatives or assigns.

TECUMSEH PRODUCTS COMPANY

By: _____

Rachel Weingrad
Employee

Date: _____

10/13/00
Date

Exhibit
A

Hoffman, John F.

From: Hoffman, John F.
Sent: Monday, November 01, 2004 4:01 PM
To: 'rewind@umich.edu'
Cc: Potter, Patrice M.
Subject: FW: TEC1290 / AE-25

Rachel,

Mickie Potter forwarded to me your email regarding the above patent application.

It is not possible under the law for you to waive rights as an inventor on the application. However, in terms of your involvement with Tecumseh in connection with the present application, once you sign the declaration and assignment, the application will proceed without your having to get further involved as it will be prosecuted by our firm.

Please execute the declaration and assignment and forward it to my attention as soon as possible. If you would like to discuss this, please call me.

John F. Hoffman
Baker & Daniels
111 E Wayne St.
Suite 800
Fort Wayne, IN 46802
260 460 1692 tel.
260 460 1700 fax
john.hoffman@bakerd.com

Exhibit
B

BAKER & DANIELS

Est. 1863

111 E. Wayne Street, Suite 800 Fort Wayne, Indiana 46802 260.424.8000 Fax 260.460.1700 www.bakerdaniels.com

John F. Hoffman
Attorney at Law
Dir: 260.460.1692
john.hoffman@bakerd.com

Indiana
Washington, D.C.
China

March 3, 2005

Ms. Rachel Weingrad
2057 Charlton
Ann Arbor, MI 48103

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: U.S. Patent Application Serial No. 10/763,990
INTEGRATED HVACR CONTROL AND PROTECTION SYSTEM
Tecumseh Products Company
Our Ref.: AE-20/TEC1290-01

Dear Ms. Weingrad:

As you are aware, Tecumseh Products Company filed the above-identified patent application to protect an invention on which you and a number of other Tecumseh employees were co-inventors. In order to move this application forward, it is necessary that you execute the declaration required by the U.S. Patent and Trademark Office and execute an assignment confirming ownership of the invention by Tecumseh Products Company.

When you were employed by Tecumseh, you executed an agreement entitled Agreement Concerning Employee Inventions and Confidential Information, a copy of which is enclosed. Paragraphs 1 and 3 of that agreement obligate you to execute declarations and assignments in connection with patent applications on which you are identified as a co-inventor.

On behalf of Tecumseh Products Company, we formally request that you execute the enclosed declaration and assignment where indicated and return the executed documents to us in the enclosed envelope. A complete copy of the application as filed is enclosed for your reference.

In the past you have indicated a reluctance to fulfill your obligations required by the agreement that you executed. Please understand that if you maintain your refusal, the company has authorized us to initiate whatever legal proceedings are necessary to achieve compliance.

Exhibit
C

Ms. Rachel Weingrad
March 3, 2005
Page 2

If you have any questions at all concerning this matter, please telephone me at the number indicated above.

Very truly yours,

John F. Hoffman

JFH/nw

Enc. Agreement
Declaration
Assignment
Application

c: D.P. McDonald, Esq. (letter only)

5119
111
TOT
1000
OSTE
2002

U.S. Postal Service™	
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
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Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002	
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Rachel Weingrad
2057 Charlton
Ann Arbor, MI 48103

2. Article Number
(Transfer from service label)

7002 3150 0001 1101 1119

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-5-05

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes